

# **CONTRACTING FOR A & E SERVICES**

## **TEXT REFERENCE**

FEDERAL ACQUISITION INSTITUTE

CURRICULUM OF PROCUREMENT  
TRAINING COURSES

CURRENT THROUGH  
FAC 90-37

**OFFICE OF ACQUISITION POLICY  
GENERAL SERVICES ADMINISTRATION**

# INTRODUCTION

## THE FEDERAL ACQUISITION INSTITUTE (FAI) CURRICULUM

### Courses

In FY91, the FAI began providing acquisition trainers and educators with instructional materials for a new Contract Management curriculum. This curriculum includes the following courses, listed in a recommended order of attendance.

1. Introduction to Contracting\*
2. Procurement Planning\*
3. Simplified Acquisition/FACNET\*\*\*
4. Contracting By Sealed Bidding\*
5. Price Analysis\*
6. Contracting By Negotiation\*
7. Cost Analysis\*
8. Contract Negotiation Techniques\*
9. Contract Administration\*
10. Contract Law\*\*
11. Types of Contracts
12. Source Selection\*
13. Advanced Negotiation Procedures\*\*\*  
(To become part of 2 week Source Selection)
14. Advanced Cost and Price Analysis\*
15. Advanced Contract Administration\*\*\*
16. Termination/Claims\*\*\*  
(To become part of 2 week Adv. Cont. Admin.)

### **Specialized Courses**

*(in alphabetical order)*

1. Acquisition of FIP Resources\*
2. Contracting for Architect/Engineer Services\*
3. Construction Contracting\*
4. Managing the Contracting Activity
5. Contracting Officer Technical Representative\*\*\*

### Offerors

Each of the above courses will be offered by the GSA Interagency Training Center. Other Federal acquisition trainers and educators are incorporating FAI instructional materials into their respective curricula (perhaps under different course titles than the above).

\* Currently available (as of 4 / 96)

\*\* Projected to be available in 1996

\*\*\* Projected to be available in 1997

**USING THE TEXT / REFERENCE AT YOUR JOB SITE**

## Ease of Use

The Text/Reference was developed to be used at your job site as well as in the classroom. Its step by step approach, FAR references, structured writing, and index are all designed for the easy and quick retrieval of information about the contracting process. Each Text/Reference is "dated" by indicating which FAC of the FAR system it is current through. This lets you know exactly how up to date it is. You may contact the FAI for updates or annotate your own copy as FAR policy changes.

FAR References
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Most FAR references are boxed and appear in the left column opposite related text. Where appropriate FAR references also appear under the title of Exhibits.

The book has not yet been written that does not contain some typos, incorrect citations, missing information, or technical inaccuracies. If this book is helpful to you, and you would like to help make it better, please send any corrections you recommend to the FAI in care of GSA-VF, 18th and F Sts., NW, Washington, DC, 20405 or send us an e-mail via FAI's Internet Home Page:

*<http://www.gsa.gov/staff/v/training.htm>*

The training materials used in this course were developed by the Federal Acquisition Institute using the

- Macintosh family of computers,
- Adobe PageMaker 6.0 for the Text/Reference,
- MicroSoft Word 5.1 for the Class Exercises and Instructor Guide, and
- MicroSoft PowerPoint 3.0 for the Viewgraphs.

## STEPS IN ACQUISITION PLANNING

### 2.1 Determine if Brooks Act Applies

Professional services differ from other types of services, and it is the Brooks Act that prescribes the regulations used to contract for the professional services\* of Architects and Engineers. Before looking in detail at the range of professional services that must be contracted for under the Brooks Act, we need to examine the definition in Exhibit 2-1 of an A-E service.

#### DEFINITION OF A-E SERVICES

FAR 36.102

Architect-engineer services, as defined in 40 U.S.C. 541 means:

- (1) Professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person **licensed, registered, or certified** to provide such services;
- (2) Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of **real property**; and
- (3) Such other professional services of an architectural or engineering nature, or **incidental services**, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

#### *Exhibit 2-1*

The words above in **bold** print are key to the definition of A-E services for determining if the Brooks Act applies.

Licensed, Registered, or  
Certified

Paragraph (1) covers the professional services which are commonly thought of when considering the architectural and engineering professions. These services are normally well defined by State law. The Requirement for Registration of Designer clause stipulates that

“The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.”

FAR 52.236-25

\* Note that FAR 37.202(b) excludes A-E services from its definition of advisory or assistance services.

covered by the incidental services language. Some agencies disagreed with that interpretation and subsequently the GAO became involved.

Finally, in 1991 language was added to the FAR which specifically addressed the mapping services issue:

FAR 36.601-4(a)(4)

- Mapping associated with the research, planning, development, design, construction, or alteration of real property **is** considered to be an A-E service requiring Brooks Act procedures.
- Mapping such as typically performed by the Defense Mapping Agency **is not** considered to be incidental to some part of A-E services.

Exhibit 2-2 lists other typical services performed by an A-E firm. (See page 3-12 for additional examples.)

#### SERVICES PERFORMED BY LICENSED A-E FIRMS

- Land surveys.
- Professional engineering inspection services.
- Engineering field investigations
- Expert architectural or engineering witness services.
- Facility Master plans.
- Engineering cost estimates.
- Environmental impact assessments (when the statement of work, substantially or to a dominant extent, specifies performance by a licensed A-E firm).
- Life cycle cost studies.
- Interdisciplinary coordination and review.
- Material sample analysis and recommendations.
- Topographic surveys.
- Foundations analyses and reports.
- Preparation of as-built or record drawings.
- Preparation and review of guide or master specifications.
- Training or instruction (including preparation of training materials involving subject matter of an architectural or engineering nature).

*Exhibit 2-2*

#### Mixed Services

FAR 36.601-3(c)

When the project includes services which have been identified as A-E services, as well as other services which are not A-E services, you shall follow Brooks Act procedures if the statement of work, substantially, or to a dominant extent, specifies performance or approval by a registered or licensed architect or engineer.

## PLANNING

FAR 36.601-3(d)

Examples of services which **do not** require a registered or licensed A-E firm and do not have to be procured using Brooks Act procedures (even if performed by A-Es) are listed in Exhibit 2-3.

### SERVICES WHICH DO NOT REQUIRE A LICENSED A-E FIRM

- Auditing or accounting analysis or investigation.
- Environmental impact assessments which are largely free of technical engineering considerations.
- Management consulting services (unless State law requires licensed A-E).
- Routine laboratory material testing services.
- Environmental, archaeological, or historical surveys of a routine nature, where engineering judgement is not required.
- Training or instruction not involving material of an architectural or engineering nature.
- Studies involving purely social, economic or psychological phenomena.

*Exhibit 2-3*

FAR 36.601-4(b)

Finally, contracting officers may award contracts for A-E services to any firm PERMITTED BY LAW to practice the profession of architecture or engineering. This is important to remember and check out.

## In-House Design

Up to this point the discussion has been about the need to use Brooks Act procedures to procure professional A-E services. Of course, this is only required when the decision has been made to contract for the services. Your Government agency, tasked with the management of real property, may have in-house assets capable of performing certain services. These capabilities are wide ranging and vary greatly from one agency to the next. In determining which projects will be accomplished “in-house” and which ones will be contracted out, your agency’s decision should be based on factors such as those presented in Exhibit 2-4.

### DECISION FACTORS: IN-HOUSE VS. CONTRACTING OUT

- In-house capabilities and expertise.
- Complexity of the project.
- Lead time involved in contracting for the services.
- Funding considerations.
- Customer driven requirements.
- Other agency specific requirements.
- Existence of a Term Contract which could be used.

*Exhibit 2-4*

tion is below \$200,000, it is very difficult for the A-E to stay within the 6% design fee limitation. These types of projects are often performed in-house for this reason.

There may be other funding considerations which have an affect on the decision, such as budget cycles, special designations of funding, and last but not least, funding availability.

**Customer driven requirements.** Customers do not always know what it is they want, and subsequently may be difficult to satisfy. More often than not, for one reason or another, the customer will ask for changes after the project has begun. To an A-E firm, this change of direction can be very expensive, depending on when the change occurs. For projects which are not well defined in the beginning, it is in the Government's best interest to keep the project in-house until it is well or better defined. The ability to include phases or options in an A-E's contract can also help prevent expensive changes due to customer related changes.

**Other agency specific requirements.** This is a catch-all for a myriad of criteria which could influence a decision. *For example:*

- An agency may have socio-economic goals that need to be met, possibly causing projects that otherwise could be performed in-house to be contracted out; or
- Security requirements for various types of projects may dictate that projects be performed in-house.

**Existence of Indefinite Quantity A-E Contract.** If an indefinite quantity A-E contract is in existence, and the instant requirement falls within the specific criteria in the ongoing contract, i.e.

- size of project,
- type of project,
- dollar restrictions,
- location of project,

consideration should be given to issuing a delivery order in lieu of keeping the design requirement in-house, unless there is some reason for retaining it. Indefinite quantity contracts offer:

- fast turn around,
- less administrative burden, and
- cost effectiveness.

The key to success in the A-E contracting process is communication and coordination. When making the decision to contract out or stay in-house, a great deal of information has to be considered. The sources for the information are not often centrally located. Lines of communication

## PLANNING

### 2.3 Perform Market Research

FAR 2.101

Market research means

“collecting and analyzing information about capabilities within the market to satisfy agency needs.”

The term “market” is a reference to the particular market in which our project is to be located. There are separate markets for different things. For example:

- Automobiles
- Computers
- Construction of facilities
- A-E services, etc.

All of these things are procured by the Government, but each is in its own separate and distinct market. In the procurement of A-E services, we are interested in a very specific market.

Market research involves, in part, the synopsis process. Response to the synopsis provides a clear indication as to the number of firms that may be available and interested in any given project. Other means of obtaining market data are:

- Through the A-E professional organizations,
- By reviewing past procurement records, and
- Reviewing SFs 254 & 255 on file. (See pages after Exh. 2-6.)

The definition of market research implies that we are to review all aspects of a market to see if there is a better way to acquire the service. The intent is to ensure that agencies develop purchase descriptions in a manner which will promote full and open competition, with due regard to the nature of the services to be acquired.

Therefore, when performing market research, it is the Contracting Officer’s responsibility to ensure full and open competition will be attained. To help in this effort, the Brooks Act gives very specific guidelines on how to collect and use information about the qualifications of firms in the specific market of A-E services. Exhibit 2-6 lists these guidelines.

FAR 53.236-2(b&c)

Notice when reviewing Exhibit 2-6 that market research for A-E services will take the form of SFs 254 and 255. To be considered for selection, A-E firms must submit these forms to the various Government agency offices where the procurement will be made.

It is the Government’s responsibility to ensure that the SF 254s submitted by A-E firms are categorized, filed, and updated as required.

Exhibit 2-10 shows the various methods for determining a fee for cost type contracts.

### **FEE METHODS FOR COST CONTRACTS**

#### **Cost-plus-incentive-fee**

A cost-reimbursement contract that provides for an initially negotiated fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs. These types of contracts are covered in Subpart 16.4

#### **Cost-plus-award-fee**

This type of cost reimbursement contract provides for a fee consisting of (a) a base amount (which may be zero) fixed at inception of the contract and (b) an award amount, based upon a judgmental evaluation by the Government, sufficient to provide motivation for excellence in contract performance. Cost-plus-award-fee contracts are covered in Subpart 16.4.

#### **Cost-plus-fixed-fee**

This is a cost-reimbursement contract that provides for payment to the A-E firm of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract. This contract type permits contracting for efforts that might otherwise present too great a risk to A-E firms, but it provides the A-E's only a minimum incentive to control costs. The contracting officer must sign a D & F establishing the basis for application of the statutory fee limitation per FAR 36.606(a).

#### *Exhibit 2-10*

#### Indefinite-Quantity Contracts

FAR 16.500

An indefinite-quantity contract provides for:

- specific types of design services,
- within stated limits,
- to be furnished during a fixed period
- with completion to be determined by negotiation with the A-E contractor at the time of placing orders.

Indefinite-quantity (IQ) contracts should be used when there is a recurring need for services of the same nature. There are agency specific regulations which apply to the use of this type contract.

When contemplating the use of IQ contracts\* for A-E services you must be careful when defining a scope of services. The Brooks Act was established so that the Government could identify the most highly qualified A-E firm for the particular services required. If IQ contracts are advertised with scopes of services which are too general in nature, the

\* See Appendix B for additional information concerning A-E IQ contracts.

## PLANNING

intent of the Brooks Act will have been circumvented. The IQ's scope has to be specific enough so that an evaluation board can identify which A-E firm is the most highly qualified. Too broad of a scope may also unfairly restrict competition by eliminating small A-E firms that do not have every professional discipline covered in-house. The GAO has been increasingly sensitive to this abuse of the Brooks Act.

### Letter Contracts

A letter contract is a written preliminary contractual instrument that authorizes the A-E to begin immediately performing services required.

Letter contracts are rare in A-E contracting. They may be used when an emergency requirement develops and response time is limited.

## 2.5 Develop Acquisition Plans and Milestones

FAR 7.101
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Acquisition planning is the process by which the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the agency need in a timely manner and at a reasonable cost. It includes developing the overall strategy for managing the acquisition.

Agencies have been directed to perform acquisition planning and conduct market surveys for all acquisitions in order to promote and provide for full and open competition. This planning is to integrate the efforts of all personnel responsible for significant aspects of the acquisition.

Throughout the first two chapters we have been discussing aspects that apply to acquisition planning:

What procedures will be used to make the acquisition?

- Brooks Act?
- Do we contract out, or, keep it in-house?
- Is the project appropriate for design competition?
- Would a partnering arrangement be appropriate?

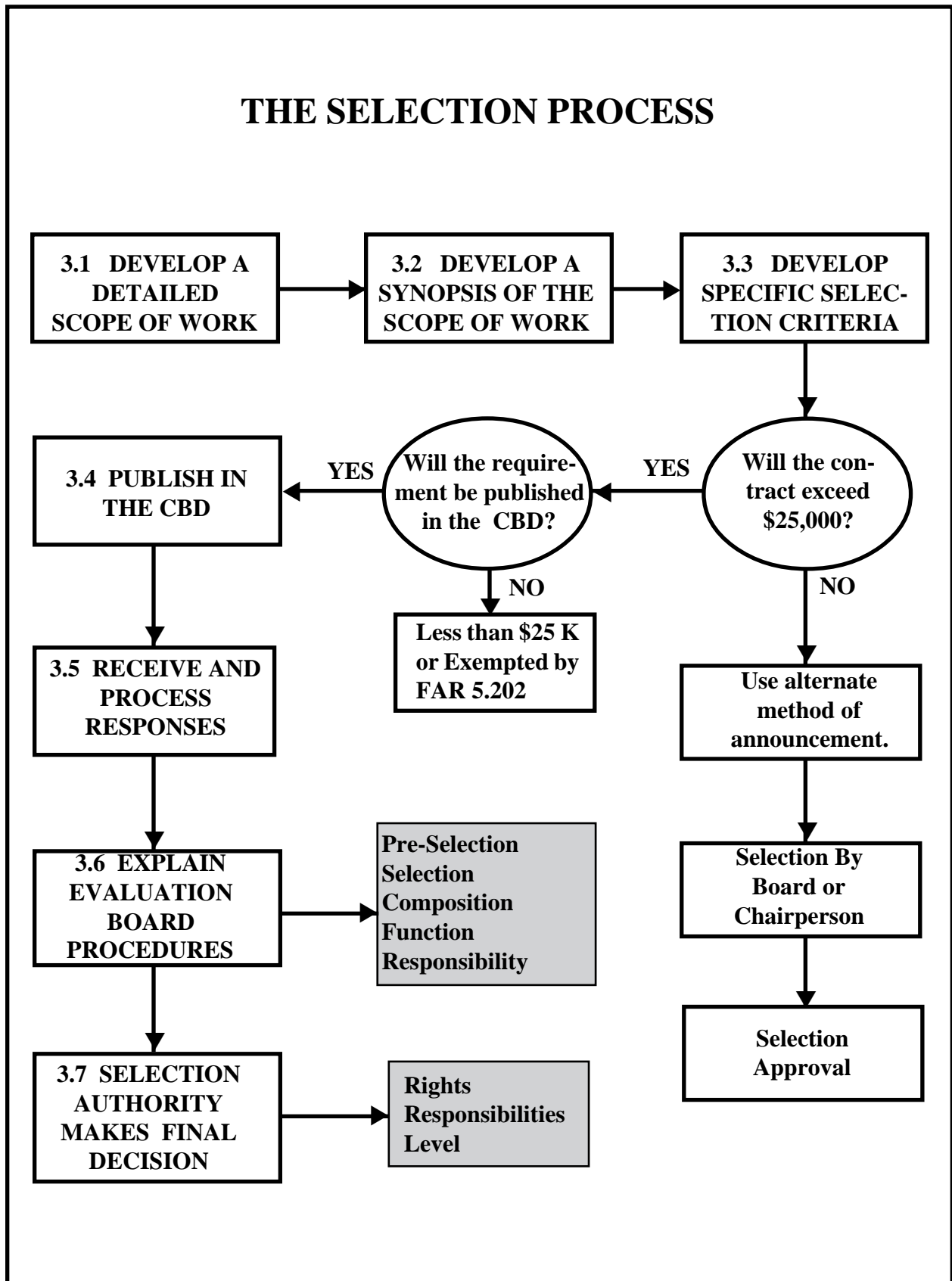
Who are the key players needed to ensure the acquisition is successful?

What does the market place look like?

- Are there enough qualified firms to have competition?
- Are there enough qualified small disadvantaged, small women-owned, or 8(a) firms to set-aside?

What contract type will best suit the Government's requirements?

- Fixed-price?
- Cost-reimbursement?



FAR 52.236-22(c)
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An important aspect of the ECC to remember in relation to the Design Within Funding Limitation clause, is that it is negotiable. The final funding limitation dollar amount is established during negotiations between the contractor and the Government and is included in the contract clause.

#### Schedule of Submittals

This section establishes the required time frames for each step in the design or services to be provided. The production of plans and specifications for a design project, including drawings for construction, should include:

- Concept study and drawings.
- Initial design (15-35% complete).
- Design completion (95% complete, prior to constructability review).
- Final design (100% design, ready for solicitation).

For other A-E services, where an actual design is not being produced, significant contract events must be identified so that the A-E's progress can be monitored. Each contract will be different and establishing these significant events will require close coordination between the contracts branch and the design branch.

**Design branch** will be able to identify points in the contract when some measurable evidence of performance can be submitted by the contractor.

**Contracts branch** will be concerned with ensuring that the frequency and validity of the submittals are adequate to allow progress payments at regular intervals.

In addition, you must specify how many copies of each submittal are required and how distribution of the submittals is to be handled. It is essential that all time constraints are explicitly called out in the scope of A-E services. Time constraints more stringent than normal will directly affect the A-E's fee.

#### Special Considerations

The scope of A-E services must also include information on the requirements for

- field pricing support (audit) when the total contract price is expected to exceed \$500,000,
- subcontracting with small, small disadvantaged, and women-owned small business concerns, and
- submitting an acceptable subcontracting plan if the contract is to exceed \$500,000 and is awarded to other than a small business.

## SELECTION PROCESS

There are a variety of services that will be required by any given agency. The following list is illustrative of A-E services which routinely reoccur:

- Renderings
- Interior designs
- Submittal reviews
- Solar energy studies
- Routine construction site visits.
- Interdisciplinary coordination and review.
- Proposed construction contract progress schedules.
- Construction surveillance and inspection services.
- Evaluation of construction contractor Value Engineering.
- Witnessing of soil load testing
- Energy conservation measures
- Submittal log development
- Subsurface investigations

Finally, you must ensure all of the appropriate contract clauses\* have been included in the proposed contract. This aspect falls under special considerations because not all contracts will have the same contract clauses.

### **FAR 36.601-3(a)**

Prior to announcing a requirement for A-E services for the design of a facility, the contracting officer shall ask the technical official responsible for the facility being designed to specifically identify any areas where recovered materials cannot be used in the facility construction. In those areas where recovered materials may be used, the A-E shall specify use of the maximum practicable amount of recovered materials in the construction design specifications.

**NOTE:** While developing or reviewing the scope of A-E services, the total project's success hinges on the quality of the A-E's performance. This is the reason the Brooks Act allows us to select the most highly qualified firms to do the work.

The degree of completeness and accuracy achieved in preparing the scope of A-E services will determine how well both parties understand the requirement. From a business perspective, a well defined scope will help the A-E develop an accurate fee proposal, which in turn will make negotiations more successful.

As the contract specialist, you will not be required to develop the technical aspects of the scope of A-E services. However, you must be able to identify when the proposed scope is accurate and complete.

The development of the scope of A-E services is the responsibility of the team, including the design and the contracts divisions, as well as the client, who must all work closely together to produce an effective document.

Without it, the project may be subject to protracted negotiations, contract disputes, and cost over-runs.

\* Contract clauses specific to A-E contracting will be discussed further in Chapters 4 and 5.

### SYNOPSIS SCOPE OF WORK EXAMPLE

<b>INTENT:</b>	Architect Engineer services are required for preparation of plans and specifications, cost estimates, related studies, training, and all associated engineering services for repair and upgrading HVAC system, lighting, roof, and curtain wall for the General Services Administration, Federal Training Building, Washington, D. C.
<b>PROJECT DESCRIPTION:</b>	Design services will include: (a) replace/upgrade deteriorating sanitary system; (b) upgrade/repair existing HVAC system, (c) provide new lighting, fixtures, remove and replace ceiling containing asbestos, (d) remove existing roof and install new roof.
<b>COST INFO:</b>	Estimated construction cost is between \$2 and \$3 million.
<b>DURATION:</b>	Duration of the contract allows for a 30 week design period with an option to negotiate construction inspection services and the preparation of operating maintenance manuals.
<b>SPECIAL TERMS:</b>	<p>Joint venture or firm/consultant arrangements will be considered and evaluated on a demonstrated interdependency of the members to provide a quality design effort.</p> <p>Prior to the award of a contract, the selected firm, if not a small business concern, shall be required to present an acceptable small business, small disadvantaged business, and women-owned small business subcontracting plan.</p> <p>Responses must be received within 21 calendar days of the date of this notice.</p> <p>A-E firms which meet the requirements described in this announcement are invited to submit a completed SF 254 (unless already on file), and SF 255 to the office shown below. This is not a request for proposal.</p>
<b>EVALUATION:</b>	Selection will be based upon: Project Team: Key personnel with time to commit to the project, qualifications, and relevant experience as individuals and as a team. Design Management: Project management plan, past coordination, scheduling, cost control methods, production facilities, capabilities, and techniques. Design Ability: Visual and narrative evidence of team's ability with respect to innovative design solutions, including development of various concepts and alternative approaches, with emphasis on energy conservation in existing buildings: Experience: Performance on similar projects: Special: Demonstrated knowledge of repair and installation of HVAC systems. Demonstrated knowledge of life cycle cost analysis and energy conservation.
<b>NOTE:</b>	In specifying the evaluation criteria, agencies vary in their policy. Some agencies provide a percentage to each element illustrating the weight attached. Other agencies merely list the criteria in order of importance as illustrated here.

*Exhibit 3-5*

## SELECTION PROCESS

### 3.3 Develop Specific Selection Criteria

At the same time the synopsis scope of work is being developed, the selection criteria to be included in the CBD announcement should also be developed. These same selection criteria will be used by the boards in their evaluation of the firms responding to the announcement. The A-E firms will also use these selection criteria to evaluate their firm's competitiveness for a particular project.

Combined with the synopsis scope of work, the selection criteria are the most important aspect of the Brooks Act procedures. Consider that the Government will select a firm with whom to negotiate a contract based only on the information included in the CBD announcement. From this it can be determined that if the synopsis scope of work and selection criteria are not properly worded, disastrous consequences could result.

The contract specialist will again be in a support and review role during the development of the selection criteria. This should not be viewed as diminishing the importance of the process. On the contrary, it should alert you to the fact that your actions will be vital

- to ensure that the selection criteria conforms to the regulations,
- accurately reflects the requirements, and
- does not restrict competition unfairly.

Exhibit 3-6 is a listing of the selection criteria required to be used for the evaluation of each A-E firm responding to the CBD announcement.

#### SELECTION CRITERIA

##### FAR 36.602-1(a)

Agencies shall evaluate each potential contractor in terms of its -

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required;
3. Capacity to accomplish the work in the required time;
4. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
5. Location in the general geographical area of the project and knowledge of the locality of the project; *provided*, that application of this criterion leaves an appropriate number of qualified firms, given the nature and size of the project; and
6. Demonstrated success in prescribing the use of recovered materials and achieving waste reduction and energy efficiency in facility design.
7. Acceptability under other appropriate evaluation criteria.

*Exhibit 3-6*

The seventh item is really an opening for the various agencies and individual offices to **insert additional criteria** which may be important to the project. This is very important because not all projects will be the same, or even similar enough, to assume selection criteria developed for one project could be used for another.

The wording and order of the required **selection criteria can be modified** to better suit the particular project. Weighting, if used, needs to be assigned at the time the selection criteria are being developed, and not by the boards at the time of evaluation. When making a modification to the required selection criteria (sometimes referred to as “tailoring the criteria”), some guidelines must be followed.

The degree to which the selection criteria will have to be tailored will depend on the size and complexity of the required services. Each project should be evaluated by the design group to see what modifications, weightings, and/or priorities need be added for the selection criteria.

**NUMBERED NOTE (See Exhibit 3-7):**

If the numbered note (24) in the CBD\* is to be used, a statement must be added indicating any priorities, weighting, and/or modifications assigned to the selection criteria listed in the note. The numbered notes are footnotes. The purpose of the numbered notes is to conserve space and simplify the identification of repetitive notices. They are **not** intended to limit your ability to communicate the Government’s requirements.

If the numbered note can be used as published, or with a concise and clear modifying statement, use it.

If the modifying statement becomes too complicated, or hard to follow, forgo the numbered note and use selection criteria tailored for the project.

As the contract specialist, you should always review the selection criteria with the design group. Try to determine if the priorities set, weights assigned, and modifications made, truly reflect the specific nature of the particular project.

You are not required to have expert knowledge of architecture or engineering. If you follow a few general guidelines as illustrated in Exhibit 3-8, you can come to an understanding of the project and its special requirements, all of which will need to be addressed in the selection process.

\* An explanation of Numbered Notes appears each week in the Monday edition of the CBD.

**CBD NUMBERED NOTE #24 \***

**24.** Architect-Engineer firms which meet the requirements described in this announcement are invited to submit:

- (1) a Standard Form 254, Architect Engineer and Related Services Questionnaire,
- (2) a Standard Form 255, Architect Engineer and Related Services Questionnaire for Specific Project, when requested, and
- (3) any requested supplemental data to the procurement office shown.

Firms having a current Standard Form 254 on file with the procurement shown are not required to register this form.

Firms desiring to register for consideration for future projects administered by the procurement office (subject to specific requirements for individual projects) are encouraged to submit, annually a statement of qualifications and performance data utilizing Standard Form 254, Architect Engineer and Related Services Questionnaire.

Firms responding to this announcement before the closing date will be considered for selection, subject to any limitations indicated with respect to size and geographic location of firm, specialized technical expertise or other requirements listed.

Following an initial evaluation of the qualification and performance data submitted, three or more firms considered to be the most highly qualified to provide the type of services required, will be chosen for negotiation. Selection of firms for negotiation shall be through an order of preference based on demonstrated competence and qualifications necessary for the satisfactory performance of the type of professional services required, that include:

- (1) professional capabilities;
- (2) specialized experience and technical competence, as required;
- (3) capacity to accomplish the work in the required time;
- (4) past performance on contracts with respect cost control, quality of work, and compliance with performance schedules;
- (5) geographical location and knowledge of the locality of the project, provided that application of the criterion leaves an appropriate number of qualified firms, given the nature and size of the project;
- (6) demonstrated success in prescribing the use of recovered materials and achieving waste reduction and energy efficiency in facility design.
- (7) any special qualification required under this announcement by the contracting activity.

In addition to the above, special qualifications in the Department of Defense include the volume of work previously awarded to the firm by the Department of Defense, with the object of effecting an equitable distribution of Department of Defense architect engineer contracts among qualified architect-engineer firms including small and small disadvantaged business firms, and firms that have not had prior Department of Defense contracts.

*Exhibit 3-7*

\* The text of Numbered Note #24 has been reformatted to facilitate reading and understanding.

## SELECTION PROCESS

Public Announcement      Once the selection criteria have been developed, the project is ready to be announced.

As with other forms of contracting, there are several methods of making public announcements (See Exhibit 3-9) other than the CBD synopsis.

### PUBLICIZING A-E SERVICES

#### FAR 5.205(d)

Contracting officers shall publish notices of intent to contract for architect-engineering services as follows:

- (1) Except when exempted\*, synopsized each proposed contract action for which the total fee (including phases and options) is expected to exceed \$25,000. Reference shall be made to the appropriate CBD Numbered Note.

[When the contract action is not required to be synopsized per the above, the contracting officer shall display a notice of the solicitation or a copy of the solicitation in a public place at the contracting office.]

- (2) When the total fee is expected to **exceed** \$10,000 (\$5,000 for Defense activities), but **not exceed** \$25,000, the contracting officer shall

disseminate information by displaying in a public place at the contracting office issuing the solicitation, an unclassified notice of the solicitation or a copy of the solicitation satisfying the requirements of general format, and information not covered in the numbered notes (if used). Such information shall be posted not later than the date the solicitation is issued and remain posted for at least **10 days** regardless of the date of award. Such information shall remain posted until after offers have been opened.

Other optional publicizing methods are also authorized:

- Preparing periodic handouts listing proposed contracts and displaying them.
- Assisting local trade associations in disseminating information to their members.
- Making brief announcements of proposed contracts to newspapers, trade journals, magazines, or other mass communication media for publication without cost to the Government.
- Placing paid advertisements in newspapers or other communications media.

#### *Exhibit 3-9*

\* See FAR 5.202 for list of exemptions.

**3.4 Publish in the CBD** There may be times when, due to extenuating circumstances, you may need to use alternate methods to announce the requirement. However, in the vast majority of cases, when the contract is expected to **exceed \$25,000**, the announcement shall be published in the Commerce Business Daily (CBD).

Exhibit 3-10 describes the type of information which should be included in a CBD announcement using the standard 17 item format.

#### CBD ANNOUNCEMENT INFORMATION

- Location of the work.
- Synopsis scope of A-E services.
- Specifically tailored selection criteria, their relative order of importance, and any assigned weighting.
- Dollar range of the anticipated contract.
- Type of contract proposed for the A-E services.
- Security classifications, and limitations on eligibility (if any).
- Date by which responses to the notice must be received, including the submission of the SF 254 if not already on file.
- Point of contact from the contracts division (not the project manager or design personnel).

*Exhibit 3-10*

#### **NOTE:**

The information published in the CBD announcement is critical to the selection process. No deviation from the synopsis scope or selection criteria can take place once the announcement has been published. Any changes after publication would void the selection process and the required compliance with the Brooks Act. If changes are required, a CBD re-announcement is required.

#### **FAR 5.203(c)**

Agencies shall allow at least **30 days' response time** from the date of publication of a proper notice of intent to contract for architect-engineer services or before issuance of a basic ordering agreement or similar arrangement.

## FUNCTIONS OF EVALUATION BOARDS

FAR 36.602-3

Under the general direction of the head of the contracting activity, an evaluation board shall perform the following functions:

- (a) Review the current data files on eligible firms and responses to a public notice concerning the particular project.
  - Qualifications data, SF 254
  - Project specific qualifications, SF 255
  - Past performance on Government projects, SF 1421
  - Amount of awards from the Government (if required by the agency).
- (b) Evaluate the firms in accordance with the selection criteria published.
  - The boards must use the selection criteria published for the evaluation of each firm that responded to the announcement. The selection criteria can not be modified by either board or the selection authority.
- (c) Hold discussions with at least three of the most highly qualified firms regarding concepts, the relative utility of alternative methods, and feasible ways to prescribe the use of recovered materials and achieve waste reduction and energy efficiency in facility design. (Preselection Boards do not rank in order of preference.)
  - No discussions are conducted by preselection boards.
  - Discussions held by the Evaluation Board usually take the form of an interview. The A-E firm may also be requested to give a short presentation, followed by a period of Government questioning.
  - Interviews may be conducted in person or over the telephone; at the Government's facility or at the A-E's offices (depending on agency procedures).
- (d) Prepare a selection report for the agency head or other designated selection authority recommending, in order of preference (ranking is done by the evaluation board only), at least three firms that are considered to be the most highly qualified to perform the required services. The report shall include a description of the discussions and evaluation conducted by the board to allow the selection authority to review the considerations upon which the recommendations are based.
  - A minimum of three firms on the list are mandatory for valid competition.
  - Each agency has developed content and format requirements for the board reports. You must prepare board reports for both the preselection (if used) and evaluation boards. The report must be in enough detail for the selection authority to make an informed final selection.

*Exhibit 3-12*

## SELECTION PROCESS

The **preselection board** must

- identify at least three of the most highly qualified firms,
- pass their slate or report to the evaluation board for ranking, and
- re-evaluate a three-firm slate if returned by the evaluation board as a result of their elimination of a firm.

The evaluation board cannot add names to the slate. This is why most agencies have procedures that require the preselection board to slate more than three firms, if possible, thus eliminating any need to return the slate.

### **NOTE:**

Agency procedures vary on how the preselection board report is handled once it has been signed. Some agencies require the selection authority to first review the report and sign it prior to passing it to the evaluation board for action. Other agencies have the slate board report delivered directly to the evaluation board for their evaluation. You must comply with your particular agency's procedures.

Notification of Firms  
Not Slated

Once the board report has been approved, the firms not slated should be notified by letter stating only ① that the firm failed to make the slate (or short list) and ② that the Government appreciates their interest and encourages them to continue to pursue award of Government projects. No information concerning the identities of the slated firms is to be released at this time. Some agencies, however, do not notify the A-Es of the board results at the time the board report is approved, preferring to wait until contract award is made.

Debriefing

FAR 36.607(b)

Agencies will debrief successful and unsuccessful firms. The only factor that varies widely from agency to agency is the timing of the debriefing. *For example:*

GSA will not debrief any A-E firms until the contract is awarded. When a firm that is not slated receives a notification letter, it will not receive a debriefing prior to the award of the contract.

Other agencies feel that it is unreasonable to make the A-E's wait until contract award before being informed of the selection. Therefore, these agencies allow debriefings, if requested by the A-E firm, any time after the A-E receives notification that their firm was not selected.

The contracting officer will perform the debriefings, using the slate board report as supporting information for the basis of the selection decision.

**Debriefing shall include**

- Government's evaluation of the significantly weak or deficient factors in the A-E statement of qualifications.
- Reasonable responses to relevant questions about whether selection procedures contained in the synopsis SOW, applicable regulations, and applicable authorities were followed.

**Debriefing shall not include** a point-by-point comparison with other A-E firms nor reveal the relative standing of competitors, the evaluation scoring, nor any information that is not releasable under Freedom of Information Act.

The contracting officer shall include an official summary of the debriefing in the contract file.

No matter how the chain of events flow, the slate or preselection report will ultimately be delivered to the evaluation board so that they may commence their evaluation. Once evaluations are complete, the evaluation board now too, must develop a board or selection report to document their actions.

Exhibit 3-14 is a list of the topics which should be covered in the evaluation board report. Board reports, correspondence, and any other documentation relating to the selection process must be safeguarded on a strict need to know basis.

### EVALUATION OR SELECTION BOARD REPORT

- Brief description of the project and scope of A-E services.
- Types of professional services required.
- Government estimate of final contract amount or fee.
- Names and addresses of the recommended firms, in order of preference. At least three firms must be ranked. Some agencies require all firms slated to be ranked.
- Each selection criteria published in the CBD will be addressed for each firm slated.
- Specific explanation, based on the published selection criteria of the reasons the board recommends the number one ranked firm over the number two ranked firm.
- Specific explanation, based on the published selection criteria, of the reasons the board recommends the number two ranked firm over the number three ranked firm.
- Specific explanation, based on the published selection criteria, of the reasons the board recommends the number three ranked firm over the other firms slated.
- All members of the evaluation board must sign the completed report.

*Exhibit 3-14*

## SELECTION PROCESS

Item (d):

In the vast majority of cases, the selection authority will make a final selection which is in total agreement with the evaluation board because

Boards are made up of professional members of the agency and are chosen because of their experience, and

All pertinent information has been included in the report and displayed in such manner that substantiates and facilitates the review.

Sometimes, however, the selection authority will discover facts which greatly changes the selection outcome.

Release of Information  
on Firm Selection

FAR 36.607(a)

After final selection has taken place, the contracting officer

"may release information, identifying only the A-E firm with which a contract will be negotiated for certain work. The work should be described in any public release only in general terms, unless information relating to the work is classified. If negotiations are terminated without awarding a contract to the highest rated firm, the contracting officer may re-lease that information and state that negotiations will be undertaken with another (named) A-E firm. When an award has been made, the contracting officer may release award information."

### 3.8 Short Selection Procedures

There are two separate "short selection" procedures for selecting firms for contracts not expected to exceed the simplified acquisition threshold.

#### 1. SELECTION BY THE BOARD

All of the procedures for the selection of firms expected to exceed the simplified acquisition threshold, still apply. The big difference is that there is no selection authority involvement in making the final selection. The evaluation board serves as the selection board, and the final selection is the evaluation board report.

Exhibit 3-16 is a description of the procedures to be used when the selection is made by the board.

### SELECTION BY THE BOARD

#### FAR 36.602-5(a)

The board shall review and evaluate A-E firms in accordance with the normal selection procedures used for contracts which exceed the simplified acquisition threshold, except that the selection report shall serve as the final selection list and shall be provided directly to the contracting officer. The report shall serve as an authorization for the contracting officer to commence negotiations.

*Exhibit 3-16*

## 2. SELECTION BY THE CHAIRPERSON OF THE BOARD

This procedure is identical to normal selection procedures exceeding the simplified acquisition threshold, except that the board has no action other than to agree to allow the chairperson to perform the evaluation. The chairperson must perform all of the procedures that would normally be performed by an entire board, including a board report.

To ensure the integrity of the process, since the chairperson of the board is the only person in the evaluation process, the selection authority will again make the final selection. The selection authority has the same rights and responsibilities as described earlier in this chapter. Exhibit 3-17 is a description of the procedures to be used when the selection is made by the board.

### SELECTION BY THE CHAIRPERSON OF THE BOARD

#### FAR 36.602-5(b)

When the board decides that formal action by the board is not necessary in connection with a particular selection, the following procedures shall be followed:

- (1) The chairperson of the board shall perform the functions required for the normal selection procedures for contracts exceeding the simplified acquisition threshold.
- (2) The agency head or designated selection authority shall review the report and approve it or return it to the chairperson for appropriate revision.
- (3) Upon receipt of an approved report, the chairperson of the board shall furnish the contracting officer a copy of the report which will serve as an authorization for the contracting officer to commence negotiations.

*Exhibit 3-17*

## SELECTION PROCESS

Either or both of the short processes may be used to select firms. However, only one method is used on any one particular selection action. Agency heads can approve the use of either, or both, of these procedures. Most agencies allow both methods to be used because each individual selection action is different and the choice is left to various activities.

There will be considerable time savings when using either of these two methods. The time savings are mainly derived from eliminating additional review steps, not the actual evaluation method. This is important, because the emphasis is still on making a systematic evaluation of the A-E firms to determine the most highly qualified firm to do the work, which is the intent of the Brooks Act.

### FAR 13.103(g)(4)

Contracting officers are encouraged to use innovative approaches in awarding contracts under the simplified acquisition threshold.

The board reports shall reflect the appropriate amount of detail to support the decision. If a protest is lodged with the GAO, the board report will be the document reviewed by the GAO for their determination. Therefore, whichever process is used, special care must be exercised to ensure that the reports are accurate and complete.

## STEPS IN NEGOTIATION AND AWARD

### 4.1 Issue Request For Proposals

Requests for proposals (RFP) are used in negotiated acquisitions to communicate Government requirements to prospective contractors and to solicit proposals from them.

After the selection of an A-E, the contracting officer must issue a request for an A-E fee proposal, stating clearly that the request is not an award or a commitment by the Government. The Request for Proposal should include, as a minimum, the elements listed in Exhibit 4-1:

#### ELEMENTS OF AN A-E RFP

- Complete scope of work.
- All applicable references.
- Clauses and provisions.
- Completion schedule.
- Point of contact in the procurement office.
- Instructions on how the A-E firm is to present their cost data.
- Statement as to the applicability of an option.
- Dates options will be executed.
- Date established for the return of the RFP.
- SF 252 filled out, with the exception of award information and signatures.
- If the expected dollar amount exceeds \$500,000, a SF 1411 (Cost or Pricing Data Required) or a SF 1448 (Cost or Pricing Data Not Required) must also be included in the RFP package.

*Exhibit 4-1*

FAR 15.406-1(a)(2)

[Note that the RFP for A-E is exempt from the Uniform Contract Format. See your agency regulations for specific structure of RFP.]

FAR 36.606(b)

The Statement of Work must not inadvertently preclude the A-E firm from proposing the use of modern design methods.

FAR 53.236-2(a)

Standard Form 252, Architect - Engineer Contract, is illustrated on the next two pages. (Pending issuance of a new edition of the form, Block 8, Negotiation Authority, is deleted.)

Following the SF 252 is a brief synopsis of the clauses which are peculiar to an A-E RFP and the resultant contract.

## SUSPENSION OF WORK

### FAR 52.242-14

(a) The contracting officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this contract for the period of time that the contracting officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the contracting officer in the administration of this contract, or (2) by the contracting officer's failure to act within the time specified in this contract (or within the time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor shall have notified the contracting officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

### *Exhibit 4-4*

### FAR 42.1305(a)

This clause essentially authorizes the Government to suspend the A-E's work for "a reasonable period of time." If suspended for an unreasonable period, the clause provides for an adjustment for increases excluding profit in the costs and time for performance.

**PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS****FAR 52.232-10**

(a) Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the contractor under this contract which meet standards of quality established under this contract. The estimates shall be prepared by the contractor and accompanied by any supporting data required by the contracting officer.

(b) Upon approval of the estimate by the contracting officer, payment upon properly executed vouchers shall be made to the contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; *provided*, that payment may be made in full during any months in which the contracting officer determines that performance has been satisfactory. Also, whenever the contracting officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the contracting officer may release the excess amount to the contractor.

(c) Upon satisfactory completion by the contractor and acceptance by the contracting officer of the work done by the contractor under the "Statement of Architect-Engineer Services", the contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. If the Government exercises the option under the Option for Supervision and Inspection Services clause, progress payments as provided for in (a) and (b) above will be made for this portion of the contract work. Upon satisfactory completion and final acceptance of the construction work, the contractor shall be paid any unpaid balance of money due under this contract.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the contractor shall execute and deliver to the contracting officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

*Exhibit 4-5***FAR 32.111(d)(1)**

The A-E payments clause is similar to the supply contract clause. Under this clause, payments are

- authorized to be made monthly on the basis of estimates prepared by the A-E and approved by the contracting officer, and
- permitted in full for any month which the contracting officer determines that performance is satisfactory.

**FAR 32.113(b)**

A-E payments are considered "customary contract financing." The Prompt Payment Act also applies to progress payments for A-E firms.

## 5.5 Delays and Suspensions

Typically, an A-E may be hesitant to file a claim for any reason because of the perceived notion that a conflict ending up in formal dispute procedures may result in failure to receive future awards under the Brooks Act. Therefore, in most cases the A-E prefers to “work out” differences through negotiation, and/or if necessary “eat” such losses.

Although rare, delays associated with A-E contracts leading to disputes, are usually centered around those occurring during the submittal process. However, there are other delay situations that may occur which could give rise to a delay claim:

- Delay by the Government in furnishing needed data required for the design.
- Availability of the site when a site visit is needed for information relating to the design.
- Delays in issuing a Notice to Proceed.
- Delays in supplying funds in an incrementally funded contract.
- Delays in issuing change orders.
- Construction suspension.
- Delays in approval of VECPs.

In most instances, potential claims are avoided by negotiation settlement at the time that disagreements surface or during the dispute stage.

FAR 52.242-14

The "Suspension of Work" clause\* provides the basis of settlement of claims that arise from delays and interruptions in work being performed, caused by the contracting officer's acts or failures to act.

An ordered suspension of work rarely occurs in A-E contracts. When a suspension does occur it is usually attributed to:

- Advancement of the state-of-the-art.
- Engineering breakthroughs.
- Realignment of an agency program.

Constructive suspensions of work can occur in an A-E contract when the firm is required to cease efforts, but have not received a formal order to do so from the Contracting Officer.

FAR 12.502

The A-E's ability to recover costs under suspension of work actions, whether ordered or constructive, depends to a great degree, on whether it can establish that the

- Fault is the Government's,
- Action or inaction is unreasonable, and
- Costs related to the suspension are substantiated.

\* See Exhibit 4-4 for text of clause.

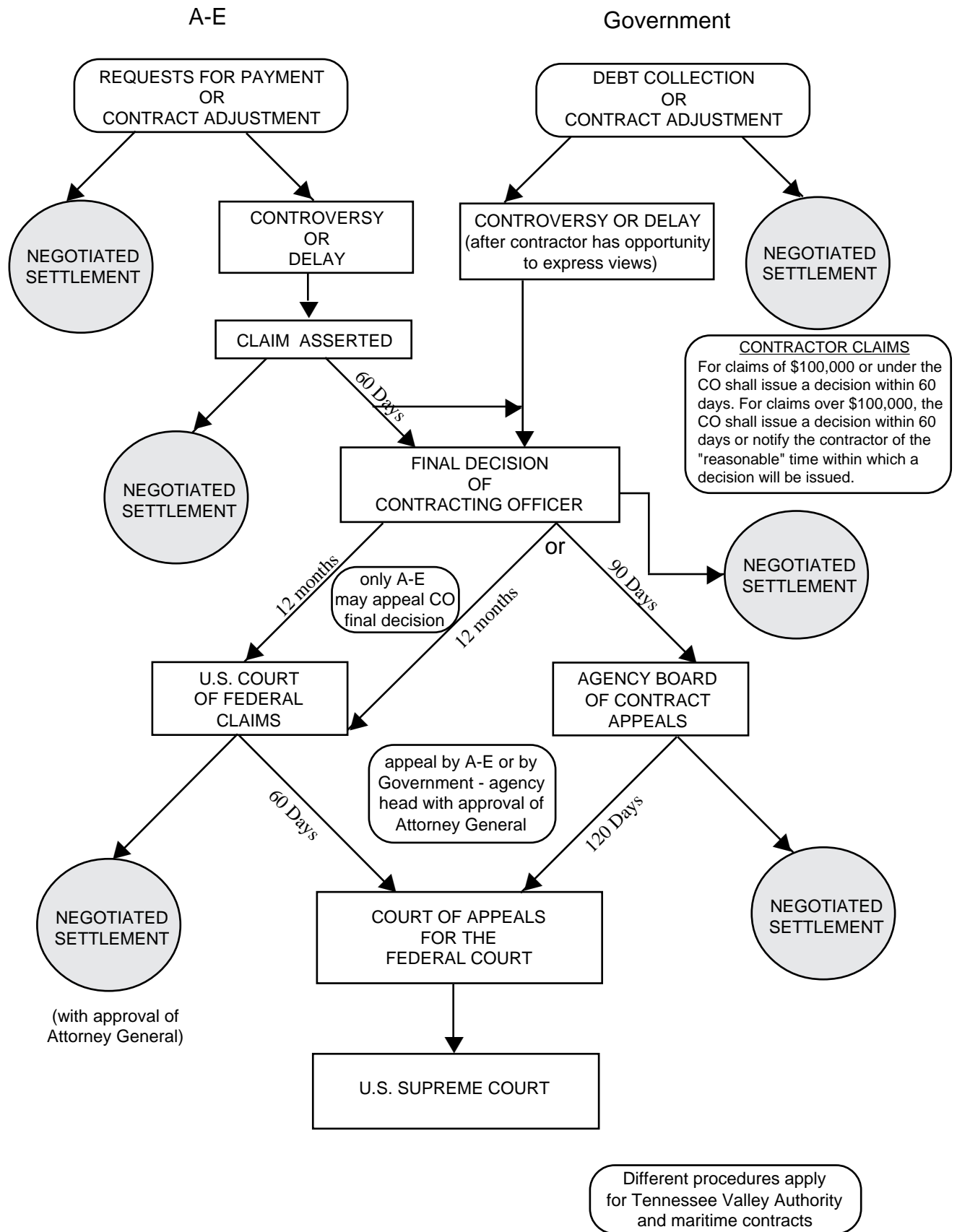
DISPUTES PROCESS

Exhibit 5-16

## **NUMERICAL LISTING OF SPECIFIC FAR REFERENCES TO A/E.**

<b>FAR</b>	<b>TOPIC</b>	<b>TEXT</b>
2.201	Definitions, Alternate I clause: (52.202-1)	See 52.202-1
3.104-7(d)(4)iv	Post-empl. restriction when Substituting for A/E sub.	See 52.204-2
4.404(c)	Security Req., Alternate II clause: (52.204-2)	4-13
5.203(d)	Publicizing notice: 30 days response time	3-21
5.205(d)	Synopsizing thresholds	3-20
5.207(b)(4)1	Synopsis Format: Action Code	3-22
5.207(c)(2)(xi)	Synopsis Format: Item 17	3-22
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6.102(d)(1)	Selection of A/E sources is competitive under PL 92-582	1-3
11.404(a)(1&2&3)	Time of Delivery clauses (52.212-1,2): Don’t use in A/E	-
13.000	Simplified Acquisition Reference to 36.602-5	
13.103(g)(4)	Innovative approaches when using simplified procedures	3-34
15.406-1(a)(2)	UCF exemption for A/E contracts	4-5
15.609(d)	Competitive Range not applicable	-
15.812-2(a)(2)	Integrity of Unit Prices clause (52.215-26): Don’t use	-
15.903(d)(1)	6% fee limitation for A/E contracts	3-10
15.1001	Subpart 15.10 applies to A/E contracts	
16.500	Indefinite Delivery contracts applicable to A/E	2-33
17.200	Options Subpart does not apply to A/E	-
19.102(g)(3446)	Size Standard: Arch. & Ornamental Metal Work	N/A
19.102(g)(8711)	Size Standard: Eng. Services - Naval Architecture	N/A
19.102(g)(8712)	Size Standard: Architectural Services	2-29
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19.1005(a)(3)	Designated industry group for SB Demo Prog.	2-29
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27.201-2(b)	Patents: Alt. I for 52.227-1 for R & D	
27.202-2	Patents: Notice and Assistance ... clause 52.227-2	
27.203-1(b)(5)	Indemnification clause not needed for A/E	
27.303	Clauses: reference to 27.304-3	
27.304-3	Patent rights clause for A/E R & D	
27.409(a)(1)(iv)	Rights in Data-Special Works clause 52.227-17 for A/E	
27.409(o)	Rights in Data-Special Works clause 52.227-17 for A/E	
27.304-3(b)(2)	Patents clause not needed for “standard types ...”	
28.311-2	Insurance-Liability .... clause not needed for A/E	-

## **NUMERICAL LISTING OF SPECIFIC FAR REFERENCES TO A/E.**

<b>FAR</b>	<b>TOPIC</b>	<b>TEXT</b>
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31.105	Cost Principles FAR section on A/E	4-22
31.109(h)(14)	Advance agreement: A/E costs in G & A	See 36.606d
31.201-7	Cost principles applicability reference to 31.105	Xrf: 31.105
32.111(d)(1)	Payments under F-P A/E Contracts clause: 52.232-10	4-11
32.113(b)	Customary contract financing defined for A-E	4-11
32.902	Contract financing & invoice' payments def. & 52.232-10; and Proper invoice definition & 52.232-26.	see 52.232-10 & 52.232-26
32.903	Due dates for making payments in 52.232-10	see 52.232-26
32.905(b)	Due dates for making payments in 52.232-10	5-29
32.905(f)(5)	Progress payment date in receiving report	see 52.232-10
32.908(a)	Payments: If 52.232-10 is used, then include 52.232-26	-
32.1000(b)	Performance-based payments Sbpt doesn't apply to A-E	-
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36.102	A/E services defined (See also 36.601-4(a)(1&2))	2-5
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36.601-1	Public announcement of A/E contracts	3-13
36.601-2	Competition & A/E contracting	See 6.102d1
36.601-3(a)	Recovered materials use in facility design	3-12
36.601-3(b)	Source selection by procedures in 36.6 not 13, 14, 15	-
36.601-3(c)	SOW includes both A/E and other services	2-7
36.601-3(d)	Registered A/E not required: Use Parts 13, 14, 15	2-8
36.601-4(a)(1)	Professional A-E services defined by State law	See 36.102
36.601-4(a)(2)	A-E services with design/construction of real property	See 36.102
36.601-4(a)(3)	Incidental Services defined	2-6
36.601-4(a)(4)	Surveying and Mapping Services defined	2-7
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## **NUMERICAL LISTING OF SPECIFIC FAR REFERENCES TO A/E.**

<b>FAR</b>	<b>TOPIC</b>	<b>TEXT</b>
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36.606(b)	RFP doesn't preclude modern design methods.	4-5
36.606(c)	Prohibition on construction contract going to design firm	See 36.209
36.606(d)	Advance agreement on CAD	4-32
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36.606(f)	Going to next firm on selection list if negotiations fail.	4-33
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36.609-1(a)	Design within funding limitations policy	3-10
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36.609-1(c)	Design Within Funding Limitations clause: 52.236-22	4-12
36.609-2(a)	Responsibility of A/E to redesign at no cost for errors	4-8
36.609-2(b)	Responsibility of the A/E Contractor clause: 52.236-23	See 52.236-2a
36.609-3	Work Oversight in A/E Contracts clause: 52.236-24	See 52.236-24
36.609-4	Require. for Registration of Designers clause:52.236-25	2-6
36.702(a)	Award using SF 252, A/E Contract	See 52.236-2a
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44.204(d)	Subcontractors and Outside Assoc. 52.244-4 in A/E	See 52.244-4
46.801(a)(4)	GFP loss liability subpart does not apply to A/E	-
48.101(b)(2)	Value engineering sharing not permitted in A/E	-
48.102(a)	VE provisions are to be included in A/E contracts	-
48.102(h)	VE: separately priced line item for A/E	4-12
48.104-1(c)	Value engineering sharing not permitted in A/E	-
48.201(f)	VE --A/E (52.248-2): Use in A/E rather than 52.248-1	See 52.248-2

## **NUMERICAL LISTING OF SPECIFIC FAR REFERENCES TO A/E.**

<b>FAR</b>	<b>TOPIC</b>	<b>TEXT</b>
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49.502(b)(1)(iii)	Term. for C ...(52.249-2) not used in A/E	-
49.503(a)(1)	Term. (CR) (52.249-6: don't use in A/E	-
49.503(b)	Termination (F-P A/E) 52.249-7 used in A/E contracts	4-9
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52.232-10	Payments under F-P A/E Contracts	4-11, 5-29
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